

AUTOBOOKS TERMS OF USE AND END USER LICENSE AGREEMENT

This AUTOBOOKS TERMS OF USE AND END USER LICENSE AGREEMENT (“Agreement”) forms a binding legal agreement between the person or entity in whose name the bank account is established (“User”) and Autobooks, Inc., a Delaware company (“Autobooks”). This Agreement governs the use of the Services (defined below) by User, and each of its directors, officers, owners, employees, agents, contractors, or other representatives.

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING THE SERVICES USER SHALL BE DEEMED TO HAVE CONSENTED TO THIS AGREEMENT, AND BY USING THE SERVICES USER REPRESENTS THAT IT HAS READ THIS AGREEMENT AND THAT THE PERSON SIGNING THIS AGREEMENT IS AN AUTHORIZED REPRESENTATIVE OF USER AND HAS ALL NECESSARY CONSENTS AND AUTHORITY TO BIND USER TO THIS AGREEMENT. IF USER DOES NOT AGREE TO BE BOUND BY THIS AGREEMENT, USER SHALL NOT ACCESS OR USE THE SERVICES.

1. Definitions. In addition to terms defined in the Agreement, capitalized terms used in this Agreement shall have the following meanings:
 - (a) “Account” means that depository account at FI in User’s name in conjunction with which the Services are provided to User.
 - (b) “Card Brand” means Visa Inc., MasterCard International, Inc., Discover Financial Services, Inc., American Express Travel Related Services Company, Inc., any debit network through which transactions may be routed, and the subsidiaries, successors, and assigns of the foregoing.
 - (c) “Confidential Information” means, whether disclosed orally, electronically, in writing, or by any other means: all information and materials provided or made available by Autobooks or its TPSPs in connection with this Agreement or the Services, including but not limited to their business, products, processing services, technology, systems, intellectual property, computer code, algorithms, schematics, data, know-how, processes, ideas, inventions, names and expertise of employees and consultants, reports, any information or data relating to their customers or vendors, plans, technical specifications, financial information, product development plans, forecasts, strategies, trade secrets, non-public information, personally identifiable information, developer kits, application programming interfaces, or information or data which otherwise under the circumstances would reasonably be deemed to be confidential. Confidential Information does not include information which has entered the public domain through no wrongdoing of User, was in the possession of User prior to its disclosure or availability from Autobooks, or was disclosed to User by a third party (other than a TPSP) without restriction.
 - (d) “FI” means the bank, credit union, or other financial institution through which the Services are made accessible to User.

- (e) “General Ledger” means the record of transactions and account balances submitted through the Services.
- (f) “Services” means the financial management software and services available and accessible to User, as may be modified from time-to-time by Autobooks or FI, in their sole discretion, and may include, without limitation: the creation of customer invoices; the digital or physical delivery of customer invoices; customer payment remittance via ACH, credit cards, debit cards, checks, or other payment methods; customer onboarding for payment processing accounts; settlement of funds into User’s Account; creation and posting of journal entries based on transactions submitted through Autobooks’ software solutions to the General Ledger; generation of balance sheets, income statements, and other financial information based on information in the General Ledger; accounts payable and accounts receivable tool suites; prepaid card issuance; and those other solutions or services available from time-to-time from Autobooks.
- (g) “TPSP” means those third party service providers engaged by Autobooks to facilitate provision of the Services or to provide all or a portion of the Services on behalf of Autobooks. For purposes of this Agreement Jack Henry & Associates, Inc. shall be considered a TPSP.

2. License.

- (a) Grant. Autobooks grants User a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services solely through the FI, after appropriate credentials have been presented to such FI, in accordance with the FI’s standards for accessing and using the Services, and subject to User’s compliance with the terms of this Agreement.
- (b) Restrictions. User may not, and will ensure that its directors, officers, owners, employees, agents, contractors, or other representatives do not: (i) sublicense, sell, transfer, assign, copy, distribute, or reproduce in any means or manner the Services; (ii) modify, translate, reverse engineer, decompile, reverse compile, disassemble, or otherwise alter the Services or any portion thereof; (iii) access the Software for the purposes of copying, designing, or building competing products or services; (iv) use cheats, exploits, automation software, bots, hacks, mods, or any unauthorized software designed to modify or interfere with the Services; (v) disrupt, overburden, or aid or assist in the disruption or overburdening of the computers or servers offering or supporting the Services or the enjoyment of any other user of the Services; (vi) avoid, bypass, remove, deactivate, impair, or otherwise circumvent any technological measure implemented by Autobooks or FI; (vii) access or use the Services except as subject to and in accordance with the terms of this Agreement; (viii) remove or destroy any copyright notices or proprietary markings in or on the Services; or (ix) use the Services to process transactions for any third party. User’s license to use the Services will be immediately terminated upon any violation of the restrictions set forth above.

- (c) User IP. In connection with fulfilling the Services and/or identifying User to third parties for provision of the Services, User grants to Autobooks an irrevocable, worldwide, royalty free license to use and display User's name and trademarks. User further grants to Autobooks an irrevocable, worldwide, royalty free license to use and disclose any ideas, recommendations, modifications, customizations, processes, methods, or other suggestions created or provided by User to Autobooks or its TPSPs.
 - (d) Additional Licenses. To the extent provision of the Services so requires, User will execute those licenses, documents, and agreements required by TPSPs from time-to-time.
 - (e) IP Ownership. All intellectual property rights in or related to the Services, the Confidential Information, and Autobooks and its licensors' names, logos, copyrights, patents, service marks, trade names, or other proprietary or commercial rights (collectively "IP Rights") are and will remain the exclusive property of Autobooks and its licensors. User will not take any action that jeopardizes the proprietary ownership rights of Autobooks nor will User acquire any right in or to the IP Rights except for the limited revocable license granted pursuant to this Agreement. Autobooks and its TPSPs will own all rights in any copy, translation, modification, adaptation, or derivative work of the IP Rights, including without limitation any customization, improvement, or development thereof created by or for User or otherwise. Without limiting the foregoing, the work product of all custom solution engineering work performed by Autobooks or its TPSPs, including but not limited to software program interfaces and supplementary products or solutions, shall be and remain the exclusive property of Autobooks and its TPSPs. User shall not cover, replace, or otherwise modify any IP Right markings, proprietary ownership legends, or similar notices located in, on, or created by the Services or any materials or information (including without limitation Confidential Information) available from Autobooks or its TPSPs. User will not publish or otherwise release any item containing the IP Rights publicly without Autobooks' prior written approval.
 - (f) Compliance. In connection with User's use of the Services, User will comply with all applicable laws, regulations, and legal requirements, and will maintain any governmental authorizations, licenses, registrations, and filings that may be required under the law to execute or perform this Agreement, use the Services, or conduct its operations. User shall not engage, directly or indirectly, in any of the following prohibited activities: (i) fraudulent activity; (ii) activity that causes Autobooks or FI to violate any law, regulation, or a Card Brand rule; (iii) operating in a manner which causes a governmental authority to investigate User's practices; (iv) any other activity that may result in undue economic hardship or damage to the goodwill or reputation of Autobooks or FI.
3. Fees. User will pay to Autobooks those fees set forth on the pricing schedule attached hereto or in any Service application form or other on-boarding documentation, as such pricing schedule may be amended from time-to-time by Autobooks upon notice to User. User authorizes Autobooks to debit and/or credit the Account for all amounts due to and from User in connection with this Agreement, the Services, or any transaction submitted by User. User shall maintain a balance in the Account sufficient to pay for all fees and other amounts due from User under this Agreement. User authorizes Autobooks to set off against any amounts

payable to User, including without limitation the proceeds of transactions processed by Autobooks or its TPSPs or the receipt of payments from invoices issued by User, against any amounts owed by User or any affiliate of User to Autobooks. If any Autobooks' ACH debit to the Account is for any reason unsuccessful, Autobooks reserves the right to impose a twenty-five dollar (\$25) ACH reject fee. Autobooks may suspend the Services if all amounts owed under this Agreement are not paid when due. User shall monitor: (a) all invoices and will notify Autobooks within thirty (30) days if any invoice is incorrect; and (b) all ACH transactions and notify Autobooks within two (2) business days if any ACH transaction is incorrect. User's failure to notify Autobooks within the time periods set forth in this Section will constitute User's acceptance of the same and User waives any further rights to dispute or challenge the amounts due.

4. Service Specific Terms. In addition to the terms set forth in this Agreement, with respect to User's access to or use of the following products, User will be bound by the terms set forth in the exhibits identified below. If any Exhibit provision conflicts with the terms of this Agreement, the language of the Exhibit shall control.
 - (a) Exhibit A. Accounting Services, including without limitation: (i) accounts receivable invoice or credit entry, invoice edit, search, cancellation, write-offs, and write-off lifts; (ii) customer entry, lists, search, invoice templates, invoice creation, invoice sending, and account entry edit; (iii) check searches, orders, matching, and approvals; (iv) vendor entries, lists, and searches; (v) automated or manual accounting, budgeting, journal entries, account coding errors, company information, fiscal years and periods, account charts, balance conversions, linked accounts, aggregated accounts, and data imports; (vi) dashboards; reporting; projections; (vii) employee entry, listings, searches; and (viii) any other account management, journal entries, general ledger postings, consolidated financial reports; or other accounting related functions or reports (collectively "Accounting Services").
 - (b) Exhibit B. Check payment processing ("Check Services").
 - (c) Exhibit C. Bill payment services, including but not limited to scheduling bill payments, editing scheduled bill payments, cancelling scheduled payments, scheduling recurring bill payments, and searching bill payments (collectively "Bill Payment Services").
 - (d) Exhibit D. ACH payment processing ("ACH Services").
 - (e) Exhibit E. Sub Merchant Processing Agreement ("Sub Merchant Processing Agreement").
 - (f) Exhibit F. Autobooks Pricing Schedule ("Pricing Schedule")
5. Data and Security.

- (a) Information. By accessing and using the Services, User authorizes FI to provide Autobooks with all information reasonably requested by Autobooks to open or establish merchant accounts, clearing accounts, or other accounts necessary to access or use the Services. Such information may include, without limitation, User's name, address, Account number, employer identification number, social security number, business type, business description, state of incorporation, product details, service details, sales methods, formation details, names of authorized users, and financial information. Autobooks may request, and User will provide, any additional information Autobooks deems reasonably necessary for completing its underwriting procedures and opening the required accounts necessary to use the Services. User represents and warrants to Autobooks that at the time it provides information to Autobooks, all such information is accurate, complete, and not misleading. User acknowledges that incorrect or incomplete information may prevent the Services from functioning properly, and User assumes all liability associated with any failure of the Services resulting from User's provision of inaccurate, incomplete, or misleading information.
- (b) Access. The Services, and all data held in, stored by, compiled by, or accessible through the Services, including without limitation financially sensitive information regarding User and its sales, transactions, and activities ("Data") is available through the FI by logging into the Account through FI's website or through such other means as FI may make available from time-to-time. User authorizes Autobooks to provide or make available any and all Data to any person or entity accessing the Account.
- (c) Security.
- (i) Autobooks or FI may issue to User, or allow User to set up, access codes, user IDs with passwords, or other types of electronic credentials ("Access Codes") so that User and its employees, customers, sub-users, and vendors may use the Services, and/or access the Account and certain Autobooks systems. The access for any particular Access Code may be restricted by Autobooks or User through the account administration/service management functions accessible through the Services and User is responsible for ensuring that only appropriate access to the Services and Account are provided to its employees, customers, sub-users, and vendors. Without limiting the foregoing, Autobooks may utilize single sign-on technologies connecting the Account to FI's website without requiring User to manually enter an additional Access Code or log in if User is already logged into the corresponding Account. Access Codes are the property of Autobooks or the FI, as applicable. User acknowledges and agrees that: (1) it is responsible for implementing and maintaining systems to ensure that Access Codes are distributed only to User's designated officers, employees and agents who are authorized by User to utilize the applicable Autobooks system; (2) User's officers, employees and agents protect the confidentiality of the Access Codes and of information obtained through use of the Access Codes; (3) User's officers, employees and agents use their respective Access Codes and the applicable Autobooks systems only for their intended purposes; and (4) User shall immediately notify Autobooks in writing of the termination of any of User's officer's, employee's or agent's authority to use an Access Code. User shall, and shall instruct each of its officers, employees and

agents to, utilize the degree of care in protecting the secrecy of the Access Codes that User uses to protect its own confidential information, but in no event less than a commercially reasonable degree of care. User shall maintain security systems sufficient to protect Access Codes and all Data contained in or accessed by User via any Access Code, and shall ensure that all such data and information is protected by User behind firewalls or on servers inaccessible to third parties. If, in accessing any Autobooks system, User receives any confidential information of any third party, including any transaction-related information of any third party other than User, or any personal financial information of any consumer, User shall notify Autobooks immediately and shall not use, copy or disclose such information to any third party. User authorizes all transactions and use of the Services delivered after log-in through User's credentials. Autobooks will have no liability for, and User assumes all liability for, any unauthorized disclosure of Data resulting from User's or any third party's (whether authorized or unauthorized) access or use of the Account or the Services, including but not limited to the access, use, or disclosure of payment information, inappropriate generation of invoices or payment data, modification of the settings or features associated with the Services, disclosure of personally identifiable information, incorrect routing of funds, or other misuse of the Services. User will be responsible for all use or access of the Account by any person with valid Access Codes, including without limitation former employees and agents if User has not notified Autobooks that such Access Codes should be cancelled, or removed the permissions of such employees or agents via the appropriate user management tools provided in the Account. Autobooks may disable or revoke any Access Code at any time, in its sole discretion, without prior notice to User.

- (ii) In the event of any actual or suspected unauthorized access to or security breach of Data or Access Codes that User suffers or learns of that either compromises or could compromise Data, Access Codes, or Autobooks' Confidential Information (collectively, a "Security Breach"), User will immediately notify Autobooks and will immediately coordinate with Autobooks' security personnel to investigate and remedy the Security Breach. Except as may be strictly required by applicable law, User will use commercially reasonable efforts to notify Autobooks prior to or contemporaneous with informing any third party of a Security Breach. In the event of a Security Breach Autobooks shall have the right to suspend the relevant Services to the extent necessary to investigate the severity of the problem, devise a remedy or otherwise secure the data, provided that Autobooks shall resume the Services as soon as possible.
- (d) Disclosure of Data. Autobooks and its TPSPs may, and User authorizes Autobooks and its TPSPs to, disclose User's Data or portions thereof: (i) to FI or any TPSP; (ii) to any government or regulatory authority; (iii) as necessary or appropriate to provide the Services, including without limitation to any issuing bank, card network, debit network, third party processor, or other payment network; (iv) in connection with enforcing the terms of this Agreement or obtaining legal or financial advice; (v) in a manner that is aggregated with information obtained by Autobooks from third parties or generated by Autobooks such that the disclosed information is anonymous or unattributable to any particular person or entity; (vi) to any succeeding entity in the event Autobooks participates

in a merger, acquisition, or asset sale; (vii) as otherwise permitted by Autobooks' then-current privacy policy; or (viii) as otherwise expressly authorized by User. Subject to the foregoing and Autobooks' then-current privacy policy, Autobooks may provide User with the ability to select how and whether certain Data may be shared through options provided online when logging into or accessing the Account. To the extent that User's Data is disclosed to a third party, such Data may be disclosed or used by the applicable third party in accordance with that third party's privacy policies, and Autobooks will have no liability or responsibility for such use or disclosure.

- (e) Use of Data. Except as set forth in this Agreement, Autobooks will not use User's Data without User's consent. Autobooks and its TPSPs may, and User authorizes Autobooks and its TPSPs to use User's data or portions thereof: (i) as necessary or appropriate to provide the Services; (ii) for communication purposes including without limitation customer support, evaluation, responding to requests, making special offers or advertisements, or seeking User's feedback; (iii) for optimization purposes, including without limitation the operation, provision, improvement, and maintenance of the Services, development of new products and services, preventing abuse and fraud, personalizing and displaying content, and other administrative and internal business purposes; (iv) to personalize and display or send advertisements or other content to User; (v) in the event of or to address unauthorized access or use of User's account or the resulting disclosure of any data contained therein; (vi) for any use that User may consent to from time-to-time; or (vii) as otherwise permitted by Autobooks' or its TPSP's privacy policy.

6. Termination.

- (a) Automatic. This Agreement or the relevant Exhibits may be terminated by Autobooks without notice to User if FI or any TPSP ceases to make the Services available to User for any reason, including but not limited due to closure of the Account, fraud, revocation of the Access Codes, or termination of the agreements between FI or a TPSP and Autobooks.
- (b) Autobooks. Autobooks may terminate this Agreement immediately and without notice to User if: (i) User engages in fraudulent, dishonest, or illegal conduct; (ii) User's transactions result in chargebacks, ACH rejects, or other transaction failures in a frequency or quantity deemed unacceptable by Autobooks; (iii) a Card Brand, network, regulator, sponsor bank, or governmental authority requests or requires Autobooks to cease providing the Services to User; (iv) continued provision of the Services may, in Autobooks' sole discretion, subject Autobooks to additional regulatory scrutiny, liability, reputational harm, or other actual or anticipated harm; (v) User becomes insolvent, enters into suspension of payments, reorganization, bankruptcy, makes a general assignment for the benefit of creditors, admits in writing its inability to pay its debts, suffers or permits the appointment of a receiver for its business or assets, or avails itself or becomes subject to any other judicial or administrative proceeding that relates to insolvency or protection of creditors rights; (vi) User ceases its regular business operations; or (vii) a competitor of Autobooks acquires a controlling ownership interest in User.

- (c) Partial Termination. Autobooks and its TPSPs may terminate one or more of the Services at any time in its sole discretion and without notice or liability to User.
- (d) Effect of Termination. Upon termination of this Agreement, all obligations of Autobooks to User will immediately cease, and User shall no longer access or use the Services or any data contained therein. All liability and obligations of User arising from or in connection with the Services shall survive termination. Additionally, Sections 2(b), 2(c), 2(e), 2(f), 3, 4, 5, 7, 8, 9, 10, and 11 of this Agreement shall survive termination of this Agreement.
7. Representations and Warranties. User represents and warrants to Autobooks that: (a) User has the full legal right and authority to enter into this Agreement and that the execution of this Agreement will not directly or indirectly, violate any applicable law, bylaw, or agreement to which User is subject; (b) User has secured all written agreements, authorizations, consents, and other documentation required by this Agreement; (c) the person executing this Agreement on behalf of User has all necessary approvals, power, and authority to bind User to this Agreement; and (d) User and each transaction submitted by or on behalf of User, and all of User's conduct with regard to its business and the Services, will comply with all applicable laws, rules, and regulations.
8. Indemnification. User shall indemnify, defend, and hold Autobooks and its affiliates, directors, officers, employees, successors, and assigns harmless from and against all claims, damages, losses, liabilities, and expenses, including attorney's fees, claimed, owed, incurred, arising from, or alleged to have arisen out of: (a) any information, including without limitation billing information, account information, or contact information provided by User being incorrect or misleading; (b) the infringement of any third party's intellectual property rights by User's name, logo, combination of the Services with any other product, service, or technology, or otherwise; (c) any action or omission of User or its employees, including without limitation User's breach of this Agreement or any representation or warranty by User being incorrect or misleading; (d) any dispute between User and a payee; (e) the failure of User to receive or properly process any payment; (f) any transaction submitted for processing pursuant to this Agreement; or (g) User's violation of any law, regulatory requirement, Card Brand requirement, or applicable rule.
9. Confidentiality. Except in connection with the performance of its obligations under this Agreement or as required to use the Services, User shall: (a) not use or disclose any Confidential Information; (b) restrict dissemination of Confidential Information to those employees, agents, and contractors on a need to know basis and which have executed a non-disclosure agreement as protective of the Confidential Information in this Agreement; (c) prohibit dissemination of the Confidential Information to third parties, except as authorized by this Agreement; (d) guard the Confidential Information from disclosure with the same degree of care User applies to its own confidential information of a similar nature and importance, but in no case less than a reasonable standard of care; and (e) refrain from modifying, altering, moving, adapting, divulging, copying, publishing, disseminating, or disclosing, for any purpose whatsoever, any Confidential Information to any person or entity except as specifically authorized to do so by this Agreement. Pursuant to the Defend Trade Secrets Act of 2016, the parties understand that an individual may not be held criminally or civilly liable under any

federal or state trade secret law for the disclosure of a trade secret that: (x) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (y) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

10. Disclaimers and Limitation of Liability.

- (a) Representation and Warranty Disclaimer. The Services are provided solely “as is” and “as available” and Autobooks expressly disclaims any and all representations, warranties, and conditions of any kind, whether express, implied, statutory, or arising by law, custom, or otherwise including but not limited to all representations, warranties, and conditions of merchantability, fitness for a particular purpose, availability, non-infringement, reliability, security, error-free functioning, accuracy, or completeness. User’s use of the Services is at User’s sole discretion and sole risk.
- (b) Damages Disclaimer. In no event shall Autobooks be liable for any indirect, incidental, special, or consequential damages (including without limitation loss of profits, loss of revenue, or loss of data) for any reason, in connection with the Services or otherwise, and whether in tort, contract, equity, or any other cause or form of action, even if advised of the possibility of such damages. Autobooks shall have no liability arising out of or in connection with User’s: use or inability to use the Services; cost of procurement of substitute goods or services resulting from any Services being inadequate, unavailable, or suffering errors; unauthorized access to or alteration of User’s data; the statements or conduct of FI or any other third party; infringement of any third party’s intellectual property rights; the timeliness, deletion, mis-delivery, or failure to store any information; or any other matter related to or arising out of the Services.
- (c) Liability Cap. Autobooks’ and its officers’, directors’, employees’, and agents’ entire, cumulative aggregate liability arising out of or related to this Agreement, whether in contract, tort or otherwise shall not exceed the lesser of the amounts paid by User to Autobooks during the three (3) month period immediately preceding the occurrence resulting in such liability or \$3,000.
- (d) Force Majeure. Autobooks shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to, acts of god, war, terrorism, riots, fire, floods, accidents, strikes, shortages, communication outages, and the actions of FI or any TPSP.
- (e) Reliance. The disclaimers and limitations on liability set forth above are fundamental elements of the provision of the Services by Autobooks to User and without the certainty of such disclaimers and limitations, Autobooks would be unwilling to provide the Services to User.

11. General Terms.

- (a) Ownership. The Services and all software, hardware, intellectual property, and all rights, title, and interest therein are owned by solely Autobooks and its vendors. User may only use the foregoing pursuant to the license granted by this Agreement and shall in no way receive or obtain any ownership, title, interest, or other rights thereto. User shall not use or display any intellectual property rights of Autobooks without Autobooks prior written consent.
- (b) Updates. The Services may be modified or updated at any time, and without notice to User, in the sole discretion of Autobooks or FI.
- (c) Feedback. User grants Autobooks an irrevocable, worldwide, non-exclusive, sublicenseable, perpetual, and royalty free right and license to use, reproduce, perform, display, distribute, modify, create derivative works of, and otherwise exploit in any manner, any and all ideas, suggestions, documents, proposals, notices, error reports, requests, customization options, or other feedback of any kind ("Feedback") provided to Autobooks. User represents and warrants to Autobooks that it has full ownership of all Feedback and all rights, power, and authority to provide such Feedback to Autobooks.
- (d) Notices. Any notices to be provided to User pursuant to this Agreement may be provided electronically upon login and/or use of the Services, by mail to the address of User on file with FI, by email to the email address of User on file with FI, or upon posting in the notice section of Autobooks website. Notices to User provided electronically will be deemed given upon sending or making such notice available, or if provided by mail will be deemed given upon User's receipt. Any notices to be provided to Autobooks pursuant to this Agreement shall be provided in writing and sent by certified mail or reputable overnight carrier, postage prepaid, to: Autobooks, Inc., Attn: Legal, 1555 Broadway St, Detroit, MI 48226. Notices to Autobooks will be deemed given upon Autobooks' receipt of such notice.
- (e) Governing Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Michigan, without regard to internal principals of conflicts of law. Any action by either party shall be brought exclusively in the state or federal courts in Oakland County, Michigan. Each party consents to the jurisdiction of such courts and waives any claim of lack of jurisdiction or forum non conveniens. Each party waives its right to a jury trial in connection with this Agreement. All claims and disputes must be litigated on an individual basis and not on a class basis. Claims of more than one customer or user cannot be litigated jointly or consolidated with those of any other customer or user. User waives its right to any consolidated or class action claim, arbitration, or other proceeding in connection with this Agreement.
- (f) Audit. During the term of this Agreement and for two (2) years thereafter, Autobooks or its representatives may, upon reasonable notice to User, audit and inspect the agreements and business records of User relating to the transactions conducted over the Services or in relation to this Agreement to verify User's compliance with this Agreement. While conducting an audit and inspection, Autobooks and its representatives will be entitled to photocopy and retain any item that documents a violation of this Agreement for evidentiary

purposes. If the audit reveals a breach of this Agreement, User will pay for all costs associated with such audit.

- (g) Independent Contractors. Autobooks and User shall be deemed independent contractors. Neither party has the authority to enter into contracts on the other's behalf, nor in any way represent to any third party that it can obligate the performance of the other parties. Each party shall be solely responsible for its own acts and the acts of its respective agents, employees, subcontractors, and other representatives in connection with this Agreement.
- (h) Insurance. User will, at its own expense, maintain reasonable insurance policies based on the size and nature of its business to protect itself from claims for damages, fraud, injuries, death, data breaches, errors, omissions, or other insurable claims arising from its operations or performance of this Agreement.
- (i) Entire Agreement. This Agreement and the attached Exhibits which are incorporated into this Agreement by reference as if fully set forth herein contain the entire agreement between the parties related to its subject matter and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof.
- (j) Amendment. Autobooks may modify or amend this Agreement: (i) immediately upon posting the amended version to Autobooks' website for any modification required to comply with applicable law, regulatory requirements, or contract modifications between Autobooks and a third party vendor or service provider; or (ii) by posting such amended Agreement to Autobooks' website at least thirty (30) days before the effective date of such change. User's continued use of the Services after the effective date of an amendment shall be deemed User's consent to such amendment. Except as set forth in the immediately preceding sentence, this Agreement may only be modified in a writing signed by both parties hereto. If User objects to any modification by Autobooks, User's sole remedy is to immediately cease its use of the Services.
- (k) Assignment. User may not assign, convey, delegate, subcontract, or otherwise transfer, by operation of law or otherwise, this Agreement or any portion thereof without Autobooks' prior written consent.
- (l) Third Party Beneficiary. Except as set forth in this Section, this Agreement does not, and is not intended to, confer any rights or benefits on any person that is not a party hereto and none of the provisions of this Agreement will be enforceable by any person other than the parties hereto or their permitted successors or assigns. User is not an intended third party beneficiary of any agreement between Autobooks and FI, Autobooks' vendors, or any other third party. Autobooks' TPSPs are providing some of the Services specified in this Agreement, and as a result, Autobooks' TPSPs (including without limitation Jack Henry & Associates, Inc.) are intended third party beneficiaries of the Agreement (including but not limited to its exhibits). Each TPSP has the right to enforce directly against User the terms of this Agreement which relate to those Services performed by such TPSP and/or the ownership and protection of the intellectual property rights of such TPSP and its licensors.

User acknowledges that such TPSPs shall have no responsibility or liability with regard to User under the Agreement.

- (m) Severability. If any one or more of the provisions of this Agreement shall for any reason be found invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provisions shall be replaced by a mutually acceptable provision which, being valid, legal, and enforceable, comes closest to the intentions of the parties underlying the invalid, illegal, or unenforceable provisions.
- (n) Waiver. No waiver of any right will be effective unless given in writing and signed by the party waiving its rights. Failure to enforce any term or provision of this Agreement, exercise any option, or require any performance, shall in no way be construed to be a waiver of such provision of this Agreement.
- (o) Remedies. All rights and remedies of the parties set forth in this Agreement are cumulative, not alternative. User acknowledges the unauthorized disclosure or use of Confidential Information would cause Autobooks irreparable harm and significant injury such that monetary damages would be difficult to ascertain. Thus, in addition to any monetary damages and other rights available to Autobooks, Autobooks may seek injunctive relief and specific performance against User without having to prove actual damages or post any bond.
- (p) Electronic Communications. The communications between User and Autobooks may be by electronic means, including but not limited to emails sent between the parties or Autobooks' posting of notices. User consents to receive communications and notices under this Agreement in an electronic form and agrees that all communications provided electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing.
- (q) Electronic Signatures. User understands that this Agreement uses an electronic signature process that allows User to sign and agree online by using User's computer mouse to click "Accept". User acknowledges that it intends to use this process to provide its signature electronically. User understands that such electronic signature is legally binding, and is governed by the Federal Electronic Signatures in Global and National Commerce Act and/or the Uniform Electronic Transactions Act governances (or an amended version thereof), as applicable. User agrees to be bound by these governances. The person signing on behalf of User represents and warrants that his/her acceptance of this Agreement, all information provided, and each action taken in connection with the Services, is authorized by User. The electronic signature that such individual provides by clicking "Accept" will be binding upon him/her and User, on behalf of which he/she is signing, and will not be construed by a court of law to have any less effect than a standard ink or paper signature. If User does not agree to the terms and conditions of this Agreement, User should not click "Accept".
- (r) Electronic Access. User acknowledges that: (i) User is capable of opening, reading, printing, downloading and saving a complete and legible copy of this Agreement; and (ii)

User had reasonable opportunity to open this Agreement, read it, and consult with counsel prior to signing it by selecting “Accept”.

- (s) Counterparts; Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic means and the parties agree that such electronic execution and delivery will have the same force and effect as the delivery of an original document with original signatures. Each party may use such electronic signature as evidence of the execution and delivery of this Agreement to the same extent that an original signature could be used.
- (t) Headings. The section headings of this Agreement are inserted as a matter of convenience only and shall not define, limit, extend, or describe the scope of this Agreement or the intent of any provisions herein.

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EXHIBIT A

ACCOUNTING SERVICES

1. Interpretation. The terms of this Exhibit A are supplemental to those in the Agreement and along with the terms in the Agreement this Exhibit A governs User's use of the Accounting Services. All capitalized terms used in this Exhibit A but not defined herein shall have the meaning set forth in the Agreement.
2. Input Data. The Accounting Services are performed based on information provided by User. Inaccurate information provided by User will result in inaccurate reporting, journal entries, billed amounts, and the failure of other functions within the Accounting Services. It is User's sole responsibility to provide complete and accurate information, and Autobooks will have no responsibility or liability in connection with errors or omissions in the Accounting Services which result from User's failure to provide complete or accurate information.
3. Disclaimers. In addition to the disclaimers set forth in the Agreement, Autobooks makes no representation or warranty that the Accounting Services will perform accounting procedures or generate reports or information that adhere to United States Generally Accepted Accounting Principles. Autobooks will not review or evaluate the legitimacy of any employees, vendors, or customers loaded into Accounting Services, and User is solely responsible for identifying fake, fraudulent, or terminated employees, vendors, or customers and instituting sufficient internal controls to prevent theft, losses, or fraud resulting from any employees, vendors, or customers loaded into the Accounting Services.
4. Invoices.
 - (a) Generation. User will enter all data accurately and make all appropriate selections with respect the invoice creation process as prompted through the Services. The Services will use such data to generate an invoice which may be sent through the Services. Autobooks may incorporate or display User's name, contact information, logo, or other trademarks of User on the invoice, in addition to Autobooks' and/or FI's respective marks and information. Autobooks may, at its sole discretion, include on the information indicating the invoice was prepared by Autobooks or FI using the Autobooks' Services. Such invoices may, at Autobooks sole discretion, designate payment options or methods using Autobooks' Check Services, ACH Services, or Card processing services, and if so, the terms set forth in the applicable exhibits of this Agreement shall apply.
 - (b) Verification. Prior to submitting any invoice, User will perform a detailed review of the invoice and correct any errors or omissions.
 - (c) Representation and Warranty. User represents and warrants to Autobooks that, at the time of submission of an invoice through the Accounting Services, such invoice accurately reflects an amount due from the recipient as the result of a bona fide transaction performed in accordance with applicable law.

- (d) Sending. Autobooks will send, electronically or through a postal or courier service, the invoice to the recipient entered or selected by User. Autobooks will not be responsible or liable for, and User assumes full responsibility and liability for, any failure to deliver an invoice due to: (i) an incorrect name, physical address, or email address provided by User; (ii) email filters (including but not limited to spam filters) which block or reject the delivery of any electronic invoice; (iii) any ISP's failure to properly route the invoice; (iv) the failure of any carrier to deliver the invoice; or (v) invoices which are lost, stolen, or otherwise damaged in transit or by or from the recipient. Autobooks reserves the right to restrict the ability to send invoices to recipients located in certain geographic areas, such as the United States.
- (e) Payment. Autobooks makes no representation or warranty with regard to the ability or likelihood of collection, and Autobooks will have no obligation to perform any collection efforts on User's behalf. To the extent that payment is received through Autobooks' Check Services, ACH Services, or Card processing services, the Accounting Services will generate a corresponding journal entry. User is solely responsible for monitoring the receipt of customer payments, monitoring the customer/accounts receivable aging reports, properly inputting any payments received outside of the Services, collecting any amounts owed from the recipient, and writing off amounts determined uncollectible.
5. Verification. User will review all information and data entered into or generated by the Accounting Services, including but not limited to the trial balance, general ledger report, financial statements, budget reports, customer balances, customer aging, vendor lists, customer lists, reconciliations, and transaction information for each calendar month within fifteen days of the close of such calendar month. If any error is identified that relates to a particular month, within thirty (30) days of the end of such month User will either: (a) manually correct such error through the edit functions in the Accounting Services; or (b) provide written notice to Autobooks of such error. Autobooks will have no liability or responsibility with respect to any error which relates to any month and is not reported to Autobooks within thirty (30) days of the end of such month.

EXHIBIT B

CHECK SERVICES

1. Interpretation. The terms of this Exhibit B are supplemental to those in the Agreement and along with the terms in the Agreement this Exhibit B governs User's use of the Check Services. All capitalized terms used in this Exhibit B but not defined herein shall have the meaning set forth in the Agreement.
2. Description. The Check Services include: the receipt of mailed checks; imaging or scanning a paper check; truncation of such digital file into a substitute check; submission processing and settlement of amounts due in connect with such substitute check; and support in connection with any stop payment, bounced check, or other unsuccessful transaction completion.
3. Approval. User's use of the Check Services will be subject to Autobooks and any applicable TPSP's prior approval. In connection with such approval, Autobooks may request or require information regarding User and User's business operations from User or FI. User authorizes FI to disclose to Autobooks, and authorizes Autobooks to disclose to any TPSP, any information requested by Autobooks in connection with the approval process. User will provide all information requested by Autobooks in connection with such approval process. The parties understand that User's approval to use the Check Services may be subject to certain conditions, including but not limited to settlement hold times and deposit amount limitations, and such conditions may be modified from time-to-time by Autobooks in its sole discretion.
4. Consents and Documentation. User will execute all written agreements, authorizations, consents, and other documentation, including without limitation agreements with TPSPs or other processing providers or networks requested or required from time-to-time by Autobooks and its TPSPs in connection with provision of the Check Services to User. User will complete all requested set-up documentation. User represents and warrants to Autobooks that all information provided to Autobooks or its TPSPs in connection with the Agreement, the approval process, the Check Services, or otherwise provided regarding User is in all respects accurate, true, complete, and not misleading.
5. Monitoring. Autobooks and its TPSPs may perform ongoing monitoring of User's use of the Check Services, business methods, and operations. User will provide any information regarding the foregoing to Autobooks within five (5) business days of Autobooks request.
6. Restrictions. User's use of the Check Services is subject to the following restrictions:
 - (a) Use. User may only use the Check Services in connection with invoices generated and sent through the Accounting Services on behalf of User, goods or services sold by User, permissible charitable donations if User is an appropriately registered entity with all licenses and authority to accept charitable donations, or other legal purposes unless otherwise authorized by Autobooks.
 - (b) Geographic Restrictions. Unless otherwise authorized by Autobooks in writing, User will not use the Check Services if User is located outside of the United States, on behalf of any

locations outside of the United States, or on behalf of any subsidiaries located outside of the United States.

- (c) Illegal Activity. User will not, and will not use the Check Services to, engage in any activity which is illegal under any applicable law.
 - (d) Prohibited Categories. User will not use the Check Services if User engages in the following businesses: internet gambling; pornography or other sexually-oriented business; psychic or horoscope consultation services; outbound telemarketing; credit repair or debt consolidation services; prepaid vacation/timeshare solicitation services; payday loan business; or any other business category or activity designated from time-to-time by Autobooks or its TPSPs to be prohibited.
 - (e) Settlement. Settlement of funds is subject to Autobooks receipt of funds from the financial institution from which the check was received (and will remain subject to reversal if such check becomes subject to a stop payment). FI may place limitations on the availability of funds settled to the Account and Autobooks will have no liability or obligation with respect to such limitations.
7. Compliance. User will conduct its activity in compliance with all applicable law. User will ensure that, with respect to User's use of the Check Services, User's customers know and understand that check payments will be imaged and substitute checks will be created and processed in accordance with the Check Clearing for the 21st Century Act ("Check 21 Act"). In particular, User will provide each of its customers with a notice that describes substitute checks and the rights associated with such checks. User will comply with the then-current rules, regulations, requirements, and procedural guidelines published by the National Automated Clearing House Association ("NACHA"), and/or all regional payment alliances associated with NACHA. If instructed by any governmental authority, or if deemed appropriate by Autobooks in connection with any audit, investigation, inquiry, or suspicious activity, Autobooks or its TPSPs may without notice to User limit access by User to any funds or proceeds.
8. Processing. All checks deposited electronically through the Check Services will be subject to the following requirements:
- (a) Original Check. The original paper check will not be deposited through the Check Services more than once.
 - (b) FI Requirements. All checks will conform to the requirements of User's deposit agreement with FI.
 - (c) Bank of First Deposit. Autobooks TPSP or its third party vendor shall serve as the financial institution which receives the transaction submitted by User and transmits the transaction through the Federal Reserve Bank system for the appropriate debit and/or credit to the Account.

- (d) Rules and Laws. All checks will conform to the requirements of the then-current applicable rules, regulations, and procedural guidelines published by NACHA, all regional payment alliances associated with NACHA, and all applicable laws and governmental regulations, including but not limited to the Check 21 Act.
 - (e) Review and Notice. User will, on a daily basis, review and validate the accuracy and completeness of the check data being captured, including but not limited to the amount of the check and the legibility of the check image generated from use of the Check Services. User will immediately, but in all cases within one (1) day, report any incorrect check, inaccurate image, or other error on the imaging.
9. Hardware. To the extent User is authorized to receive and capture checks for processing using the Services, User is solely responsible for the selection, use, and operation of the hardware used to capture the electronic image of the paper checks, including the quality of the scanned check image results generated. Such hardware must be certified for use with the Check Services in order to be deemed compatible with the Services or otherwise included on Autobooks hardware lists. To the extent any such hardware is acquired or leased from Autobooks or a TPSP, User shall be required to accept and execute a corresponding purchase or lease agreement and related documentation and the end user license agreement with regard to the firmware or software programs incorporated into such hardware. Autobooks makes no representation or warranty with regard to any such hardware, even if on Autobooks' approved hardware list or if such hardware is purchased from Autobooks or its TPSP, and User understands that it is purchasing all hardware solely "as is". Autobooks expressly disclaims any representations or warranties for the hardware, express or implied, including but not limited to fitness for a particular purpose, merchantability, accuracy, compatibility, or error-free operation.
10. Support and Training. Autobooks will be the primary point of contact for all communications regarding the Check Services and User will direct all customer service matters to Autobooks, including without limitation problems, questions, inquiries, and technical assistance. Autobooks will also, through its web-portal or upon User's request, provide or cause FI to provide User with training regarding the set-up and operation of the Check Services.
11. User Liability. User shall be solely liable and responsible for all damages, losses, expenses, and claims arising from any of the following:
- (a) Duplication. Duplication of images of checks deposited using the Check Services.
 - (b) Alteration. Alteration of scanned images of deposited checks.
 - (c) Inaccuracies. Inaccurate or incomplete data captured from the deposited checks.
 - (d) Check Inadequacies. Deposit of: checks on accounts with insufficient funds; counterfeit checks; fraudulent checks; or checks bearing unauthorized or forged endorsements.
 - (e) Hardware. Hardware failure or the use of any scanner hardware not certified by Autobooks.

(f) Storage. If User is the recipient of the original checks, the failure to store or destroy the original checks once the scanned image has been captured.

12. Recordkeeping. During the term of the Agreement and for two (2) years thereafter, User shall keep and maintain accurate records of its activities and sales in connection with the Check Services. User shall provide a photocopy or electronic copy of such records to Autobooks within twenty (20) days of Autobooks request, or such shorter period required to respond to any governmental authority or regulatory agency. These records shall not be used by User except as permissible under applicable law.

13. Indemnification. In addition to the other indemnification obligations set forth in this Agreement, User will indemnify, defend, and hold Autobooks and its owners, directors, officers, employees, agents, and TPSPs harmless from and against: (a) the duplication of images of checks deposited using the Check Services; (b) the alteration of scanned images of deposited checks; (c) inaccurate or incomplete data captured from the deposited check; (d) deposit of checks on accounts with insufficient funds, counterfeit checks, fraudulent checks, or checks bearing unauthorized or forged endorsements; (e) the failure of any hardware or scanner; (f) the failure to properly store or destroy the original checks in accordance with the applicable laws and NACHA rules; (g) any check which bounces; (h) any fees incurred in the rejection, investigation, or monitoring of processed checks; or (i) any failure to fulfill its obligations under this Agreement (including without limitation Exhibit B).

14. Suspension and Termination

(a) Prohibited Category. Autobooks may immediately and without notice suspend or terminate provision of the Check Services to User if Autobooks or its TPSP discovers that User has violated any of the restrictions set forth in this Exhibit B, including but not limited to operating in or engaging in activity in a prohibited category.

(b) Legal or Regulation. Autobooks may immediately and without notice suspend or terminate provision of the Check Services to User if Autobooks or its TPSP, in their sole discretion, believe provision of such Services would be, or that User is engaged in activity that is, illegal or reasonably likely to cause material liability.

EXHIBIT C

BILL PAYMENT SERVICES

1. Interpretation. The terms of this Exhibit C are supplemental to those in the Agreement and along with the terms in the Agreement this Exhibit C governs User's use of the Bill Payment Services. All capitalized terms used in this Exhibit C but not defined herein shall have the meaning set forth in the Agreement.
2. Input Data. The Bill Payment Services are performed based on information provided by User. Inaccurate information provided by User will result in inaccurate functioning of, or failure to adequately complete, the bill payment process. It is User's sole responsibility to provide complete and accurate information, and Autobooks will have no responsibility or liability in connection with errors, omissions, or failure to fulfill any bill payment request through the Bill Payment Services which result from User's failure to provide complete or accurate information.
3. Disclaimers. In addition to the disclaimers set forth in the Agreement, Autobooks makes no representation or warranty that the Bill Payment Services will fulfill User's needs or requests. Autobooks will not review or evaluate the legitimacy of any vendors or other payees loaded into Bill Payment Services (or Accounting Services), and User is solely responsible for identifying fake, fraudulent, or terminated vendors or other payees and instituting sufficient internal controls to prevent theft, losses, or fraud. If instructed by any governmental authority, or if deemed appropriate by Autobooks in connection with any audit, investigation, inquiry, or suspicious activity, Autobooks or its TPSPs may without notice to User limit access by User to any funds or proceeds.
4. Function. User will input all scheduled payments through bill payment system, including the payee, the payee's address and other contact information, and the date such payment is scheduled to be withdrawn and issued. On the scheduled date, or the next available business day, Autobooks or its TPSP will withdraw from the Account an amount equal to the scheduled payment plus any applicable fees. Autobooks will remit payment to the recipient designated by User within two (2) business days of Autobooks' receipt of the applicable funds from FI. It is User's responsibility to store all confirmation numbers associated with each actual and scheduled payment and to monitor the Account daily to verify proper amounts or withdrawals.
5. Account. User will at all times maintain a balance in the Account sufficient to cover all scheduled bill payments. Payments through the Bill Payment Services will be limited to payments in an amount less than the lower of (a) the amount in the Account at the time of withdrawal and (b) ninety-nine thousand nine hundred ninety-nine dollars (\$99,999.00) (or such other amount as determined by the FI). If for any reason a bill payment is scheduled which, for any reason, the funds in the Account are not sufficient to satisfy or for which Autobooks' attempted withdrawal from the Account fails, such scheduled bill payment will be cancelled, Autobooks will have no obligation to make such bill payment, and reserves the right to assess User a twenty five dollar (\$25) fee. In the event that Autobooks is unable to withdraw sufficient funds from the Account and Autobooks has already fulfilled the bill payment scheduled by User, or is otherwise unable to prevent such bill payment from being completed, at Autobooks sole discretion Autobooks may: allow the bill payment to be made in which case

User will remit the amount Autobooks attempted to withdraw to Autobooks for the amount paid on User's behalf plus a fee of twenty-five dollars (\$25), that Autobooks reserves the right to charge at its discretion, within one (1) business day; stop payment on the check issued; or reverse the ACH or other payment made on User's behalf.

6. Scheduling. User is solely responsible for scheduling the bill payment through the Bill Payment Services sufficiently prior to the due date of any such payment to ensure it arrives prior to the bill due date. The scheduled bill payment may not be issued for up to two (2) business days after the scheduled date and, upon issuance, will be sent via a third party carrier (including but not limited to the US Postal Service) to the recipient, the timing of such delivery dependent on the delivery options (as selected by User), the distance, and the availability and capacity of the carrier. Autobooks makes no representation or warranty with respect to the delivery date of any scheduled payment and User understands and agrees that Autobooks will have no liability with respect to any payment which is delivered late for any reason, including but not limited delay of delivery by any carrier. Autobooks will have no obligation to maintain or provide User with mailing records with respect to any payment.
7. Liability. Autobooks shall have no liability in connection with or arising out of, and User shall have sole responsibility and liability for:
 - (a) Delivery Deadline. The failure of any scheduled payment to be delivered to the recipient prior to the due date for such payment or any delay in the delivery of the scheduled payment.
 - (b) Information. The name, address, email address, ACH, dollar amount, or other information regarding the payee provided by User being incorrect or incomplete.
 - (c) Unavailable Funds. The non-payment of any scheduled payment, or the stop-payment or reversal of any scheduled payment, due to Autobooks failure to obtain the corresponding funds from FI, including but not limited to insufficient funds in the Account, the failure of any ACH transaction to withdraw funds from the Account, or otherwise.
8. Geographic Restriction. Issuance of bill payments may be limited to certain geographical areas in Autobooks' sole discretion. Unless otherwise specified by Autobooks, User will not use the Bill Payment Services to any payee located outside of the United States.
9. Cancellation. User may cancel any scheduled bill payment prior to the bill payment date designated through the Bill Payment Services without liability. On or after the bill payment date designated by User, User may, in writing, request that Autobooks stops or otherwise cancels a bill payment. Autobooks ability to stop or cancel a bill payment will depend on the payment method, timing, and applicable rules and laws. Autobooks will be under no obligation to stop or otherwise cancel any bill payment on or after the designated bill payment date and makes no representation or warranty with any efforts to do so at User's request.
10. Refund. If User makes a bill payment through the Bill Payment Services and the corresponding check or other payment instrument is not successfully deposited, cashed, or otherwise redeemed by any person in any manner, within sixty (60) days of the expiration of the

recipient's right to deposit, cash, or otherwise deem the payment instrument issued through the Bill Payment Services, Autobooks will credit the Account to return such funds in the event that User's account has already been debited for this payment.

EXHIBIT D

ACH SERVICES

1. Interpretation. The terms of this Exhibit D are supplemental to those in the Agreement and along with the terms in the Agreement this Exhibit D governs User's use of the ACH Services. All capitalized terms used in this Exhibit D but not defined herein shall have the meaning set forth in the Agreement.
2. Description. The ACH Services include, without limitation: the receipt of and submission of Entries (as defined in the rules, requirements, guidelines, or standards ("NACHA Rules") published by the National Automated Clearing House Association ("NACHA")) under Entry codes ARC, BOC, CCD, POP, PPD, RCK, TEL, and WEB and ACH transactions by Autobooks or its designee; the submission of each Entry and processing of each transaction in accordance with NACHA Rules to the appropriate RDFI and Receiver (as such terms are defined in the NACHA Rules); settlement of transaction amounts to and from the accounts specified in each Entry; support in connection with any returns, credits, or errors associated with any Entry; and remote deposit capture services.
3. Approval. User's use of the ACH Services will be subject to Autobooks and any applicable TPSP's prior approval. In connection with such approval, Autobooks may request or require information regarding User and User's business operations from User or FI. User authorizes FI to disclose to Autobooks, and authorizes Autobooks to disclose to any TPSP, any information requested by Autobooks in connection with the approval process. User will provide all information requested by Autobooks in connection with such approval process. The parties understand that User's approval to use the ACH Services may be subject to certain conditions, including but not limited to dollar caps and fund hold times, and such conditions may be modified from time-to-time by Autobooks in its sole discretion.
4. Consents and Documentation. User will execute all written agreements, authorizations, consents, and other documentation, including without limitation agreements with TPSPs or other processing providers or networks requested or required from time-to-time by Autobooks and its TPSPs in connection with provision of the ACH Services to User. User will complete all requested set-up documentation. User represents and warrants to Autobooks that all information provided to Autobooks or its TPSPs in connection with the Agreement, the approval process, the ACH Services, or otherwise provided regarding User is in all respects accurate, true, complete, and not misleading.
5. Monitoring. Autobooks and its TPSPs may perform ongoing monitoring of User's use of the ACH Services, business methods, and operations. User will provide any information regarding the foregoing to Autobooks within five (5) business days of Autobooks request.
6. Restrictions. User's use of the ACH Services is subject to the following restrictions:
 - (a) Use. User may only use the ACH Services in connection with invoices generated and sent through the Accounting Services on behalf of User and for goods or services sold by User.

- (b) Geographic Restrictions. Unless otherwise authorized by Autobooks in writing, User will not use the ACH Services if User is located outside of the United States, on behalf of any locations outside of the United States, or on behalf of any subsidiaries located outside of the United States.
 - (c) Illegal Activity. User will not, and will not use the ACH Services to, engage in any activity which is illegal under any applicable law.
 - (d) Prohibited Categories. User will not use the ACH Services if User engages in the following businesses: internet gambling; pornography or other sexually-oriented business; psychic or horoscope consultation services; outbound telemarketing; credit repair or debt consolidation services; prepaid vacation/timeshare solicitation services; payday loan business; or any other business category or activity designated from time-to-time by Autobooks or its TPSPs to be prohibited.
 - (e) Settlement. Settlement of funds to User is subject to Autobooks receipt of funds from the financial institution from which the funds were withdrawn (and will remain subject to reversal if withdrawal is for any reason reversed). FI may place limitations on the availability of funds settled to the Account and Autobooks will have no liability or obligation with respect to such limitations.
7. Compliance. User will conduct its activity in compliance with all applicable law. User will comply with the then-current rules, regulations, requirements, and procedural guidelines published by NACHA, and/or all regional payment alliances associated with NACHA. User will, at its own expense and if required by the NACHA Rules, undergo an annual ACH audit conducted by an independent certified third party auditor acceptable to Autobooks and provide the results of such audit to Autobooks. If instructed by any governmental authority, or if deemed appropriate by Autobooks in connection with any audit, investigation, inquiry, or suspicious activity, Autobooks or its TPSPs may without notice to User limit access by User to any funds or proceeds.
8. Processing. All Entries originated through the ACH Services will be subject to the following requirements:
- (a) ODFI. Autobooks' or its TPSP's financial partner will service in the capacity of an ODFI (as defined in the NACHA Rules) for the purposes of transactions originated by User.
 - (b) Consent. Prior to submitting any Entry, User will obtain the express written consent of the owner of each account which is debited or credited by such Entry, such consent to fulfill all NACHA requirements, including but not limited to being clearly labeled as an ACH consent form, authorizing the transaction amount, and authorizing the transaction timing.
 - (c) Rules and Laws. User will ensure all Entries conform to the requirements of the then-current applicable rules, regulations, and procedural guidelines published by NACHA, all regional payment alliances associated with NACHA, and all applicable laws and governmental regulations.

- (d) Review and Notice. User will, on a daily basis, review and validate the accuracy and completeness of each ACH transaction posted, including but not limited to the amount of ACH. User will immediately, but in all cases within one (1) day of an ACH transaction posting, report any incorrect ACH or other error to Autobooks.
9. Support and Training. Autobooks will be the primary point of contact for all communications regarding the ACH Services and User will direct all customer service matters to Autobooks, including without limitation problems, questions, inquiries, and technical assistance. Autobooks will also, through its web-portal or upon User's request, provide or cause FI to provide User with training regarding the set-up and operation of the ACH Services.
10. User Liability. User shall be solely liable and responsible for all damages, losses, expenses, and claims arising from any of the following:
- (a) Authorization. The failure to obtain any appropriate or required consent or authorization from the counterparties to any Entry and to retain such consent or authorization for the period of time required under the NACHA Rules or applicable law.
 - (b) Inaccuracies. Improper ACH transactions, or the debit or credit of the incorrect account or for the incorrect amount, due to information provided to Autobooks by User.
 - (c) Storage. User's failure to keep any records or information required in connection with any ACH transaction pursuant to applicable law or the NACHA Rules.
 - (d) Shortfalls. Any shortfalls that occur due to non-sufficient funds in the Account, return of ACH transactions, dispute of ACH transactions, or other reversals, for which User will immediately pay to Autobooks all such amounts.
11. Remote Deposit Services Requirements.
- (a) All checks deposited electronically by User through use of the Services shall be subject to the following requirements: the original paper check will not be deposited through the Services more than once; All checks will conform to the requirements of User's deposit agreement with the FI; all checks will conform to the requirements of the applicable NACHA Rules and Check 21 laws and regulations; and User shall review and validate the accuracy and completeness of the check data being captured including but not limited to the amount of the check and the legibility of the check image generated from use of the Services.
 - (b) User is solely responsible for the selection, use and operation of the hardware used to capture the electronic image of the paper checks using the Service, including the quality of the scanned check image results generated from the hardware. Hardware used by User must be certified for use with the Services by Autobooks' TPSP in order to be deemed compatible with the Services.
 - (c) User shall be solely liable and responsible for all damages, losses, expenses and claims arising from any of the following which are not caused by Autobooks' TPSP: Duplication

of images of deposited checks using the Services; alteration of scanned images of deposited checks; inaccurate or incomplete data captured from the deposited checks; deposit of checks on accounts with insufficient funds, counterfeit checks, fraudulent checks, or checks bearing unauthorized or forged endorsements; acts of fraud, negligence or willful misconduct committed by employees, agents or subcontractors of User in depositing checks using the Services; hardware failure or use of scanner hardware not certified by Autobooks' TPSP; or failure to properly store original checks once the scanned image has been captured. User shall defend, indemnify and hold harmless Autobooks and Autobooks' TPSP from any such damages, losses, expenses and claims which arise from the foregoing events.

12. Recordkeeping. During the term of the Agreement and for two (2) years thereafter, User shall keep and maintain accurate records of its activities and sales in connection with the ACH Services. User shall provide a photocopy or electronic copy of such records to Autobooks within five (5) days of Autobooks request, or such shorter period required to respond to any governmental authority or regulatory agency. These records shall not be used by User except as permissible under applicable law.

13. Indemnification. In addition to the other indemnification obligations set forth in this Agreement, User will indemnify, defend, and hold Autobooks and its owners, directors, officers, employees, agents, and TPSPs harmless from and against: (a) any ACH transaction which is unauthorized, or alleged to be unauthorized; (b) any violation of the NACHA Rules; (c) inaccurate or incomplete data with regard to an Entry provided by User; (d) any costs or expenses associated with an ACH Entry which is rejected or returned for any reason; (f) the failure to properly obtain and maintain records in accordance with the applicable laws and NACHA Rules; (g) any fees incurred in the rejection, investigation, or monitoring of processed ACH transactions; or (i) any failure to fulfill its obligations under this Agreement (including without limitation Exhibit D).

14. Suspension and Termination

- (a) Prohibited Category. Autobooks may immediately and without notice suspend or terminate provision of the ACH Services to User if Autobooks or its TPSP discovers that User has violated any of the restrictions set forth in this Exhibit D, including but not limited to operating in or engaging in activity in a prohibited category.
- (b) Legal or Regulation. Autobooks may immediately and without notice suspend or terminate provision of the ACH Services to User if Autobooks or its TPSP, in their sole discretion, believe provision of such Services would be, or that User is engaged in activity that is, illegal or reasonably likely to cause material liability.

EXHIBIT E

SUB-MERCHANT PROCESSING AGREEMENT

Autobooks, Inc. (**Payment Facilitator**), First Data Merchant Services LLC (**Provider**), and MetaBank, National Association (**Bank**) (Payment Facilitator, Provider and Bank collectively **we, us or our**) will provide **Sub-Merchant, you or your** with certain Card processing services. Capitalized terms used in this Agreement are referred to in Appendix 1 to Exhibit E.

By entering into this Sub-Merchant Processing Agreement (the **Agreement**), you agree to comply with the (1) Network Rules as they pertain to Card information you receive through the Payment Facilitator service and (2) Your Payments Acceptance Guide.

Bank and Provider are party to this Agreement for the purpose of facilitating funding of amounts owed for properly submitted transactions, less amounts owed to us under this Agreement. As such, you waive any and all claims for damages against Bank and Provider arising from or related to this Agreement. Nothing in this paragraph will limit the rights and remedies available to Bank or Provider in this Agreement.

Acceptance of Cards

You agree to comply with Your Payments Acceptance Guide and all Network Rules, as such may be changed from time to time. You understand that we may be required to modify Your Payments Acceptance Guide and the Agreement from time to time in order to comply with requirements imposed by the Networks.

In offering payment options to your customers, you may elect any one of the following options: (1) Accept all types of Visa and Mastercard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards; (2) Accept only Visa and Mastercard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or (3) Accept only Visa and Mastercard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards). The acceptance options above apply only to domestic transactions.

If you choose to limit the types of Visa and Mastercard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).

For recurring transactions, you must obtain a written request or similar authentication from your customer for the goods and/or services to be charged to the customer's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

Settlement

Upon our receipt of the Transaction Data for Card transactions, we will process the Transaction Data to facilitate the funds transfer from the various Networks for the Card sales. After we receive credit for such Transaction Data, subject to our other rights under this Agreement, we will provide provisional credit to your Settlement Account.

You must not submit transactions for payment until the goods are delivered shipped, or the services are performed. If the Cardholder disputes being charged for merchandise or services before receiving them, a Chargeback may result.

Chargebacks

Sub-Merchant is solely responsible to pay the amount of any Chargebacks resulting from Transactions submitted by Sub-Merchant under this Agreement. Chargebacks can be received for a number of reasons. The following are some of the most common reasons for Chargebacks: (1) a refund is not issued to a customer upon the return or non-delivery of goods or services; (2) an authorization/approval code was required and not obtained; (3) the transaction was allegedly fraudulent; (4) the customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or (5) The customer refuses to make payment for a Card sale because in the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved but in an unsatisfactory manner.

Fees

Pursuant to Appendix 2, you agree to pay Payment Facilitator the fees associated with the provision of the services contemplated hereunder.

Reserve

You acknowledge that in addition to any other rights afforded us hereunder, we may establish a reserve account to satisfy your obligations or potential obligations under this Agreement (the **Reserve**), which may be funded by: (i) our demand and your immediate payment for such amounts; (ii) our debiting the account identified as the Settlement Account; (iii) our withholding your settlement payments until all amounts are paid, (iv) our delaying presentation of your refunds until you make a payment to us of a sufficient amount to cover the Reserve; and (v) our pursuit of any remedies we may have at law or in equity.

The Reserve will contain sufficient funds to cover any unbilled processing costs plus our estimated exposure based on reasonable criteria for Chargebacks, fines, returns and unshipped merchandise and/or unfulfilled services. We may (but are not required to) apply funds in the Reserve toward, and may set off any funds that would otherwise be payable to you against, the satisfaction of any amounts which are or become due from you pursuant to this Agreement. The Reserve will not bear interest, and you will have no right or interest in the funds in the Reserve; provided that upon satisfaction of all of your obligations under this Agreement, we will pay to you any funds then remaining in the Reserve. Any funds in the Reserve may be commingled with other funds, and need not be maintained in a separate account. Effective upon our establishment of a Reserve, you irrevocably grant to us a security interest in any and all funds, together with the proceeds thereof, that may at any time be in our possession and would otherwise be payable to you pursuant to the

terms of this Agreement. You agree to execute and deliver to us such instruments and documents that we may reasonably request to perfect and confirm the security interest and right of setoff set forth in this Agreement. The parties' rights and obligations under this Section shall survive termination of this Agreement.

Financial Information

Upon request, you will promptly provide us with any necessary permissions or consents, financial statements or other information reasonably requested by us to perform credit risk, security, qualification, and other reviews related to the provision of the Services, transactions submitted, fulfillment of obligations to us or Cardholders, or your financial condition. You authorize us and our processor to obtain information from third parties when performing credit risk, security, qualification, and other reviews. We, our processor or the Bank may perform a reasonable audit of the your records related to its performance under this Agreement with 30 days' advance written notice to you, during your normal business hours. Financial statements shall be prepared in accordance with generally accepted accounting principles. You will also provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

Data Security and Privacy

You represent to us that you do not have access to Card information (such as the cardholder's account number, expiration date, and CVV2) and you will not request access to such Card information from us. In the event that you receive such Card information in connection with the acceptance or submittal of Card Transactions provided under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Network Rules, including but not limited to Payment Card Industry Data Security Standards (**PCI DSS**) or applicable law. If at any time you believe that Card information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance and that of any third party service provider utilized by you, with all security standards and guidelines that are applicable to you and published from time to time by Visa, Mastercard or any other Network, including, without limitation, the Visa U.S.A. Cardholder Information Security Program (**CISP**), the Mastercard Site Data Protection (**SDP**), and (where applicable), the PCI Security Standards Council, Visa, and Mastercard PA-DSS (**Payment Application Data Security Standards**) (collectively, the **Security Guidelines**). If any Network requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card information other than for the sole purpose of completing the Transaction authorized by the customer for which the information was provided to you, or as specifically allowed by Network Rules, Your Payments Acceptance Guide or required by law.

Term; Events of Default

This Agreement shall be in effect upon signing by of each document by all parties and shall remain effective through the initial term and shall thereafter automatically continue until terminated by either party.

If any of the following events shall occur (each an **Event of Default**):

- (i) a material adverse change in your business, financial condition, business procedures, prospects, products or services; or
- (ii) any assignment or transfer of voting control of you or your parent; or
- (iii) a sale of all or a substantial portion of your assets; or
- (iv) irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by us, of any Network, or any other entity, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us; or
- (v) any of your conditions, covenants, obligations or representations or warranties in this Agreement are breached in any material respect or are incorrect in any material respect when made or deemed to be made; or
- (vi) you shall file a petition or have a petition filed by another party under the Bankruptcy Code or any other laws relating to bankruptcy, insolvency or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against you in an involuntary case under such laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of a substantial part of its property; or make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or
- (vii) a violation by you of any applicable law or Network Rule or our reasonable belief that termination of this Agreement or suspension of services is necessary to comply with any law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the US Department of the Treasury or your breach, as determined by Servicers, of your requirement to comply with all applicable laws.

then, upon the occurrence of (1) an Event of Default specified in subsections (iv), (vi), (vii), or (viii) we may consider this Agreement to be terminated immediately, without notice, and all amounts payable hereunder shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by you, and (2) any other Event of Default, this Agreement may be terminated by us giving not less than 10 days' notice to you, and upon such notice all amounts payable hereunder shall be due and payable on demand.

Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive or be perpetual or irrevocable. Such provisions shall survive the expiration or termination of this Agreement. All obligations by you to pay or reimburse us for any obligations associated with transactions you have submitted to us are intended to survive termination of this Agreement.

If any Event of Default shall have occurred and regardless of whether such Event of Default has been cured, we may, in our sole discretion, exercise all of our rights and remedies under applicable law, and this Agreement.

The Networks often maintain lists of merchants who have had their merchant agreements or Card acceptance rights terminated for cause. If this Agreement is terminated for cause, you acknowledge

that we may be required to report your business name and the names and other information regarding its principals to the Networks for inclusion on such list(s). You expressly agree and consent to such reporting if you are terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by the Networks. Furthermore, you agree to waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

In the event we provide notice to you of an increase in the fees for Services, you may terminate this Agreement without further cause or penalty by providing us 30 days advance written notice of termination. You must terminate within 30 days after we provide notice of the fee increase. However, maintaining your account with us or your continued use of our Services after the effective date of any increase shall be deemed acceptance of the increased fees for Services, throughout the term of this Agreement.

We may terminate this Agreement at any time and for any or no reason. We may also temporarily suspend or delay payments to you during our investigation of any issue and/or designate an amount of funds that we must maintain in order to protect us against the risk of, among other things, existing, potential, or anticipated Chargebacks arising under this Agreement or other amounts that may be owing to us under this Agreement.

Warranties; Exclusion of Consequential Damages; Limitation on Liability

This Agreement and any addenda is an agreement for services and except as expressly provided in this Agreement, and any addenda, we and our affiliates disclaim all representations or warranties, express or implied, made to merchant or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise (regardless of any course of dealing, custom or usage of trade) of any services or any goods provided incidental to the Services provided under this Agreement.

Notwithstanding anything in this in this Agreement and any addenda to the contrary, in no event shall we or our affiliates be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

Notwithstanding anything in this Agreement and any addenda to the contrary, we and our affiliates' cumulative liability, in the aggregate (inclusive of any and all claims made by Sub-Merchant against us and/or our affiliates, whether related or unrelated) for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this Agreement any addenda) and regardless of the form of action or legal theory shall not exceed the lesser of (i) \$100,000; or (ii) the amount of fees received by us pursuant to any addenda attached and incorporated herein for services performed in the immediately preceding 12 months.

Confidentiality

Each party acknowledges and agrees that the other may be providing to it and that it may become aware of the confidential and proprietary information of the other party, including but not limited to, the terms of this Agreement, financial information and other information related to each party's business operations. Each party agrees that it will maintain the confidentiality of such information and neither party shall disclose any such information to any other person or entity (other than to those of its employees, agents, contractors, representatives and Affiliates to whom disclosure is reasonably necessary in furtherance of the performance of this Agreement). Notwithstanding the foregoing, the requirements of non-disclosure shall not apply to any information which: (a) at the time of disclosure is already in the possession of the receiving party; (b) is independently developed by the receiving party without reliance on the disclosed confidential or proprietary information; (c) is or becomes publicly available through no wrongdoing of the receiving party or (d) becomes available to receiving party on a non-confidential basis from a person, other than the disclosing party, who is not bound by a confidentiality obligation or otherwise restricted from transmitting the information to the receiving party. Furthermore, this section shall not prohibit the receiving party from making legally required disclosures pursuant to subpoena, court order or the order of any other authority having jurisdiction; provided that receiving party shall provide disclosing party with prompt notice, unless prohibited by law or court order, thereof so that disclosing party may seek an appropriate protective order or other remedy. If in the absence of a protective order or other remedy or waiver of the terms of this section, if receiving party determines in its sole discretion that it is required by law, regulation, legal process or regulatory authority to disclose any such confidential or proprietary information, receiving party may disclose such information upon written notice to disclosing party unless prohibited by law or court order.

Visa and Mastercard Disclosure

Member Bank Name: MetaBank, National Association

Bank mailing address: 5501 S. Broadband Lane, Sioux Falls, SD 57108

Important Member Bank Responsibilities

- (a) The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- (b) The Bank must be a principal (signer) to the Sub-Merchant Agreement.
- (c) The Bank is responsible for educating Sub-Merchants on pertinent Visa and Mastercard Rules with which Sub-Merchants must comply; but this information may be provided to you by Payment Facilitator.
- (d) The Bank is responsible for and must provide settlement funds to the Payment Facilitator, for distribution to the Sub-Merchant.

Important Sub-Merchant Responsibilities

- (a) In the event Sub-Merchant obtains Card Information, ensure compliance with Cardholder data security and storage requirements.
- (b) Maintain fraud and chargebacks below Network thresholds.
- (c) Review and understand the terms of the Agreement.
- (d) Comply with Network Rules.
- (e) Retain a signed copy of this Disclosures Page.

- (e) The Bank is responsible for all funds held in reserve at Bank that are derived from settlement.

Miscellaneous

Compliance with Laws. Each party agrees to comply with all laws, regulations and Network Rules applicable to it and each are responsible for their own costs and compliance of such.

Force Majeure. No party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused directly or indirectly by a force majeure event. In any such event, the non-performing party shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable.

Notices. All notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the Services) shall be in writing, if to Sub-Merchant, at the address you provided or by any electronic means, including but not limited to the e-mail address you have provided to us, if to Payment Facilitator at 1555 Broadway St. 2nd Floor Detroit, MI 48226 and if to Bank, to the address provided above. Notice shall be deemed to have been given, if sent by mail or courier, when received and if sent by facsimile machine, when the confirmation copy is actually received. Notice given in any other manner, including by electronic means, shall be effective when delivered.

Indemnification. You agree to indemnify us from and against any losses, actions, causes of action, claims, demands, costs, liabilities, expenses, damages, sanctions fines, legal fees or penalties arising from: (i) your misrepresentation or breach of warranty, covenant, or any provision under this Agreement; or (ii) a you or your employees'/agents' fraud, gross negligence, willful misconduct or failure to comply with this Agreement and the Network Rules.

Publicity. No party shall make any press release or other public disclosure concerning the terms and conditions of this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld).

Entire Agreement; Waiver. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and supersedes any previous agreements and understandings. Except as provided in this Agreement, this Agreement can be changed only by a written agreement signed by all parties. A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

Severability. The parties intend every provision of this Agreement and any addenda to be severable. If any part of this Agreement and any addenda are not enforceable, the remaining provisions shall remain valid and enforceable. In such case, the parties will in good faith modify or substitute a provision consistent with their original intent. If any remedy fails of its essential purpose, then all other provisions, including the limitations on liability and exclusion of damages, will remain fully effective.

APPENDIX 1 to Exhibit E

Definitions

“Affiliate” is an entity that, directly or indirectly, (i) owns or controls a party to this agreement or (ii) is under common ownership or control with a party to this agreement.

“Card” is an account, or evidence of an account, authorized and established between a customer and a Network, or representatives or members of a Network that is accepted from customers. Cards include, but are not limited to, other Card brands and debit cards, electronic gift cards, authorized account or access numbers, paper certificates, credit accounts and the like.

“Chargeback” is a Card transaction dispute (or disputed portion) that is returned to us by the Issuer. Sub-Merchant is responsible for payment to Payment Facilitator for all Chargebacks.

“Network” is any entity formed to administer and promote Cards, including without limitation Mastercard Worldwide (**Mastercard**), Visa U.S.A., Inc. (**Visa**), DFS Services LLC (**Discover Network**) and any applicable debit networks.

“Network Rules” are the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Network-

“Reserve” means an account established and funded at our request or on your behalf, pursuant to the Reserve section of the Agreement.

“Retrieval Request” is a request for information by a customer or Network relating to a claim or complaint concerning a Transaction.

“Settlement Account” is an account or account(s) at a financial institution designated by Sub-Merchant as the account to be debited and credited by Payment Facilitator or Bank for Card transactions, fees, Chargebacks and other amounts due under the Agreement or in connection with the Agreement.

“Transaction” is a transaction conducted between a customer and Sub-Merchant utilizing a Card in which consideration is exchanged between the customer and Sub-Merchant.

“Transaction Data” is the written or electronic record of a Transaction.

“Your Payments Acceptance Guide” mean our operating rules and regulations, attached hereto and incorporated herein by reference, as may be changed by us from time to time.

AUTOBOOKS CARD PROCESSING SERVICE DISCLOSURE SCHEDULE

This disclosure schedule sets forth a summary of certain information in Exhibit E, the Agreement, and the merchant application for User's information only and does not provide all information pertinent to the Agreement. Autobooks recommends thoroughly reviewing the Agreement, Exhibits, and application and contacting us with any questions you may have. In the event of any conflict between the terms of this disclosure schedule and the Agreement, Exhibit E, or the merchant application, the terms of the Agreement, Exhibit E, or merchant application shall control. Capitalized terms not otherwise defined in this disclosure schedule have the meanings set forth in the Agreement.

<u>Application:</u>	This disclosure schedule applies to User with respect to the Card processing services only if Autobooks is providing the Card processing services to User as a registered payment facilitator pursuant to the Card Brand Rules. Otherwise, the Card processing services will be provided pursuant to and in accordance with that separate merchant agreement between User and the applicable TPSP.
<u>Date of the Contract:</u>	Provisions of the Card processing services is subject to Autobooks' prior written review, and Exhibit E is binding on both User and Autobooks upon the earlier of (a) Autobooks' issuance of a merchant identification number to User or (b) Autobooks' processing of a transaction through the Card processing services on User's behalf.
<u>Bank:</u>	For purposes of Exhibit E, the sponsoring member bank is (unless otherwise specified or upon notice to User): Meta Bank
<u>TPSP:</u>	For purposes of Exhibit E, the TPSP is (unless otherwise specified or upon notice to User): First Data, Inc.
<u>Autobooks:</u>	Autobooks, Inc. 1555 Broadway St, Detroit, MI 48226 Phone: (866) 617-3122
<u>Term and Termination:</u>	The Card processing services are offered pursuant to the Agreement and Exhibit E and may be modified or discontinued at any time without notice to User. User has no obligation to use the Card processing services and may discontinue use of the Card processing services at any time, provided that the terms of the Agreement and Exhibit E will remain applicable to User with respect to User's prior use of the Card processing services.
<u>Payment for Transactions:</u>	User will be provisionally paid for transactions after the expiration of any applicable hold period, less the amount allocated to a reserve account (if any) and credits associated with any prior transactions, fees, assessments, and other amounts due. This will usually be within two to three business days, but can be up to the full time period in which any transaction processed is at risk of chargeback.
<u>Fees/Rates:</u>	The most common fees and rates charged to User can be found in the merchant application. Other fees and rates are set forth in the Card Services Agreement and the Card Brand Rules. If User is unsure as to the calculation or

applicability of any fee, please contact us and we will explain it to you in greater detail. The way the most common fees are calculated is as follows:

“Discount Rate” is a percentage of the gross amount of each transaction processed. A portion of the Discount Rate is the Interchange Rate. The discount rate may be set by category (e.g., qualified, mid-qualified, and non-qualified) or set based on the Interchange Rate (e.g., the Interchange Rate plus a certain percentage). The category into which a transaction or indebtedness purchase will fall depends on a number of factors, including but not limited to the card type, transaction type, payment method, authorization, and timeliness of submitting the transaction/batch. Autobooks can provide information to you about the category applicable to a particular transaction upon your request.

“Interchange Rate” is a percentage of the gross amount of each transaction set by the applicable Card Brand. The Interchange Rate varies based on the type of transaction, method of transaction, and transaction classification.

Transaction fees, depending on the specific fee, may be charged on all transactions or only specific types of transactions. Other fees will be charged as set forth for each fee, which may be upon the occurrence of an event (e.g., a chargeback fee will be charged for each chargeback) or based on the passage of time (e.g., a monthly fee will be charged each month or portion thereof without proration).

The payment due for the purchase or lease of equipment, if any, will be subject to an amendment to the Agreement or a separate agreement.

Each Card Brand may surcharge one or more transactions based on the type of transaction, method of transaction, transaction classification, and other metrics set forth in the Card Brand Rules. User is responsible for reviewing the applicable Card Brand Rules (available on each Card Brand website or upon request from Autobooks) regarding applicable surcharges.

Modification:

The Agreement and Exhibits, including but not limited to the fees charged, may be modified at any time.

Complaint Handling:

User is responsible for handling any complaint with regard to a customer. User must promptly notify Autobooks of any complaint with regard to Autobooks, and Autobooks will handle the receipt of complaints in accordance with its current policies and procedures. If Autobooks is unable to resolve an issue to User’s satisfaction, the complaint resolution procedures in the Agreement will control the process.

Statements:

Merchant statements are available online, after appropriate login, through the Accounting Services.

EXHIBIT F

Autobooks Pricing Schedule

This Exhibit sets forth the fees Autobooks will charge for its software and services. Prices may vary based on promotional offerings available and additional items charged by the financial institution. Please refer to the financial institution's current business online banking fee schedule for all online banking fees. These prices are subject to change from time to time.

Autobooks Pricing Schedule

Fee Description	
Autobooks Monthly Account Maintenance Fee	\$9.99 (first 60 days free)
Autobooks Monthly Account Maintenance Fee – Send Invoices Module	\$0.00
Autobooks Monthly Account Maintenance Fee – Accept Payments Module	\$0.00
Autobooks Incoming Transaction Processing Fee (Credit and Debit Card)	2.89% of transaction amount
Autobooks Incoming Transaction Processing Fee (ACH, automatic check deposits)	1.00% of transaction amount
Autobooks Incoming Transaction Processing Fee (automatic check deposits -also known as lockbox)	1.99% of transaction amount with a maximum of \$10
Autobooks ACH and Automatic Check Deposit Return / Reject**	\$25.00 each
Autobooks Credit Card Payment Chargeback Request or Return**	\$25.00 each

**If you opt for bill pay, there may be a monthly fee charged by the financial institution. Please refer to the financial institution's current business online banking fee schedule for the most up to date pricing.*

***Autobooks reserves the right, at its sole discretion, to charge fees for chargebacks, returns, and rejections related to incoming payments. However, these fees may be waived at Autobooks' discretion based on the factors of each individual circumstance.*